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6 Attorneys for Plaintiffs GENERAL  
7 FINANCE GROUP, INC., MARC  
8 PEREZ, RONALD F. VALENTA,  
9 LARRY D. TASHJIAN as Trustee of the  
Tashjian Family Trust, WILLIAM H.  
QUIROS, as Trustee of the William H.  
Quiros Trust, TASHJIAN FAMILY  
10 LIMITED PARTNERSHIP, ANDREW  
HARDING, and MARK C. KEITH

11

12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**  
14 **WESTERN DIVISION**

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16 GENERAL FINANCE GROUP, INC.,  
a California corporation, MARC  
17 PEREZ, an individual, RONALD F.  
VALENTA, an individual, LARRY D.  
18 TASHJIAN as Trustee of the Tashjian  
Family Trust, WILLIAM H. QUIROS,  
19 as Trustee of the William H. Quiros  
Trust, TASHJIAN FAMILY LIMITED  
20 PARTNERSHIP, ANDREW  
HARDING, an individual, MARK C.  
21 KEITH, an individual.

22 Plaintiffs,

23 v.

24 U.S. BANK NATIONAL  
ASSOCIATION, a national banking  
25 association, and  
26 UNITED SITE SERVICES, INC., a  
Delaware Corporation.

27 Defendants.

28 Case No.

**COMPLAINT FOR  
DECLARATORY JUDGMENT**

MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP  
ATTORNEYS AT LAW

1 Plaintiffs GENERAL FINANCE GROUP, INC., a California corporation,  
2 MARC PEREZ, an individual, RONALD F. VALENTA, an individual, LARRY D.  
3 TASHJIAN as Trustee of the Tashjian Family Trust, WILLIAM H. QUIROS, as  
4 Trustee of the William H. Quiros Trust, TASHJIAN FAMILY LIMITED  
5 PARTNERSHIP, ANDREW HARDING, an individual, and MARK C. KEITH, an  
6 individual (collectively “Plaintiffs”), by and through their attorneys file this  
7 Complaint for Declaratory Judgment and allege and state as follows:

## **NATURE OF THE ACTION**

9       1. This is an action for a declaratory judgment pursuant to the Declaratory  
10 Judgment Act, 28 U.S.C. §§ 2201-2202.

## PARTIES

12       2. Plaintiff GENERAL FINANCIAL GROUP, INC., ("GFG") is and at  
13 all times mentioned herein was, a corporation organized under the laws of the State  
14 of California, validly existing and in good standing with a principal place of  
15 business at 39 East Union Street, Pasadena, California.

16       3. Plaintiff MARC PEREZ (“Perez”) is a resident of California, and at all  
17 times mentioned herein was a shareholder of S&S Portable Services, Inc., a  
18 Delaware corporation (“S&S”).

19       4. Plaintiff RONALD F. VALENTA ("Valenta") is a resident of  
20 California, and at all times mentioned here was, a shareholder of S&S.

21       5. Plaintiff LARRY D. TASHJIAN (“Tashjian”) is a resident of  
22 California and is at least one of the Trustees of the Tashjian Family Trust, and  
23 brings suit in his capacity as Trustee, and is and at all times mentioned herein, was a  
24 shareholder of S&S on behalf of the Tashjian Family Trust.

25       6. Plaintiff WILLIAM H. QUIROS (“Quiros”) is a resident of California,  
26 is the Trustee of the William H. Quiros Trust, and is sued in his capacity as Trustee  
27 and is, and at all times mentioned herein, was a shareholder of S&S on behalf of the  
28 William H. Quiros Trust.

1       7. Plaintiff TASHJIAN FAMILY LIMITED PARTNERSHIP ("Tashjian  
2 Partnership") is a limited partnership with its principal location in Pasadena  
3 California and is, and at all times mentioned herein, was a shareholder of S&S.

4 8. Plaintiff ANDREW HARDING (“Harding”) is a resident of California,  
5 and at all times mentioned herein was a shareholder of S&S.

6 9. Plaintiff MARK C. KEITH (“Keith”) is a resident of California, and at  
7 all times mentioned herein, was a shareholder of S&S.

8       10. GFG was appointed by Plaintiffs to be Plaintiffs' Stockholder  
9 Representative to represent Plaintiffs for all purposes in connection with the  
10 Holdback funds (as described *infra*).

11        11. Defendant UNITED SITE SERVICES, INC. ("USS") is and at all  
12 times mentioned herein, was a Delaware corporation organized under the laws of the  
13 State of Delaware, with a principal place of business at 118 Flanders Road,  
14 Westborough, Massachusetts.

15       12. USS is a real party in interest as it has previously made claims to  
16 approximately \$1,208,885.00 plus accrued interest held in an escrow account (the  
17 "Holdback Funds") established pursuant to an escrow agreement among GFG, USS  
18 and U.S. Bank National Association ("U.S. Bank") and has availed itself of this  
19 Court's jurisdiction in such a claim by bringing a Breach of Contract action against  
20 Plaintiffs in this court in Case No. 2:18-cv-03331-DPP-RAO.

13. Defendant U.S. Bank is a national banking association that served as  
Escrow Agent pursuant to the Escrow Agreement.

## JURISDICTION AND VENUE

24       14.   Venue is proper in this Court because the written agreements that  
25 provide the basis for Plaintiffs' relief were at least partially entered into and  
26 performed in Los Angeles County, and because at least one of the defendant  
27 corporation's place of business is in Los Angeles County.

28 15. The relief sought herein is for a declaratory judgment that Plaintiffs are

1 entitled to all of the Holdback funds.

2       16. Further, diversity jurisdiction exists because Defendant USS is  
 3 incorporated in Delaware and has its principal place of business in Massachusetts  
 4 (see ¶ 11, and Plaintiffs consist of citizens of California and Delaware and the  
 5 matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and  
 6 costs (see 28 U.S.C. § 1332(a)).

#### RELATED CASES

7       17. This case arises from a conflict that has already served as the basis for  
 8 one previous action in this court: *United Site Services, Inc. v. Valenta, et al* Case No.  
 9 10 2:18-cv-03331-DDP-RAO (C.D. Cal.). That case was dismissed without prejudice  
 11 on July 3, 2018.

12       18. This case merely seeks declaratory judgment as to ownership of the  
 13 Holdback funds and includes USS as a defendant only as a party in interest.  
 14 Plaintiffs do not raise the issue of breach of contract herein.

#### GENERAL ALLEGATIONS

15       19. S&S was a business located in Los Angeles County, California that  
 16 provided temporary fences and portable restroom facilities to business and  
 17 construction sites. S&S was owned by shareholders Valenta, Tashjian as Trustee,  
 18 Quiros as Trustee, Harding, Perez and Keith (“Shareholder Plaintiffs”).

20       20. On or about April 23, 2014, the shareholders of S&S and Defendant  
 21 USS entered into a written agreement (entitled Stock Purchase and Sale Agreement  
 22 for the Purchase of All Outstanding Shares of S&S Portable Services, Inc. (“Sale  
 23 Agreement”, Exhibit A)) under which USS purchased all outstanding shares of S&S  
 24 stock from the S&S Shareholders.

25       21. The Sales Agreement provided that the Gross Purchase Price was  
 26 \$33,000,000, which was to be deposited via wire transfer of immediately available  
 27 funds, minus (i) any Debt Pay-Off Amounts, (ii) the Assumed Debt, and (iii) the  
 28 Holdback Funds as deposited with the Escrow Agent.

1       22. Section 3.04(b) of the Sale Agreement provides that “[o]n the Closing  
 2 Date, Buyer (“USS”) will deposit the Holdback with the Escrow Agent (“U.S. Bank  
 3 National Association”) by wire transfer of immediately available funds. The  
 4 Holdback is to be paid to Sellers or Buyer in accordance with the provisions of this  
 5 Agreement and the Post-Closing Escrow Agreement (Exhibit B).

6       23. Buyer paid the purchase price and deposited the Holdback of  
 7 \$3,300,000.00, equal to 10% of the Gross Purchase Price, into an escrow account.

8       24. On or about April 22, 2014, GFG, USS, and US Bank entered into an  
 9 Escrow Agreement (Exhibit B) providing that the “Escrow Agent has agreed to  
 10 accept, hold, and disburse the funds deposited with it and the earnings thereon in  
 11 accordance with the terms of this Escrow Agreement.

12       25. Per the terms of the Escrow Agreement, USS deposited \$3,300,000.00  
 13 into the US Bank escrow account. On or about February 3, 2015, USS and GFG  
 14 agreed to release \$2,091,115 from the escrow account to the S&S Shareholders,  
 15 which left approximately \$1,208,885.00 in the escrow account which, plus accrued  
 16 interest, remains in the escrow account to the current time.

17       26. The S&S Shareholders transferred all outstanding shares of S&S to  
 18 USS per the terms of the Sale Agreement.

19       27. USS now disputes Plaintiffs’ right to the escrow funds, causing a real,  
 20 justiciable controversy over the ownership and right to the \$1,208,885.00 plus  
 21 interest currently in the escrow account.

22       28. Plaintiffs performed all their duties and obligations pursuant to the Sale  
 23 Agreement.

24       29. Any claims by USS for alleged breach of contract related to the Sale  
 25 Agreement are now barred by the statute of limitations.

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**COUNT I – UNJUST ENRICHMENT**

28       30. Plaintiffs incorporate by reference the foregoing paragraphs of this

1 | Complaint as though fully set forth herein.

2 31. Defendant US Bank accepted and retained the \$3,300,000.00 into an  
3 escrow account and has failed to provide the remaining balance of \$1,208,885.00 in  
4 the escrow account to Plaintiffs despite the terms of the Escrow Agreement.

5 32. Defendant has knowingly benefited by retaining these funds despite  
6 Plaintiffs' right to receive the same.

7 33. As a result of Defendant's unjust enrichment, Plaintiffs have been  
8 damages in an amount not less than \$1,208,885.00.

## COUNT II – REQUEST FOR INJUNCTIVE RELIEF

10       34. Plaintiffs incorporate by reference the foregoing paragraphs of this  
11 Complaint as though fully set forth herein.

12       35. The Escrow Agreement between the parties provides that the funds  
13 should be released to Plaintiffs per Joint Written Direction by the parties or, in the  
14 event of a dispute between the parties, pay into court the Escrow Funds.

15       36. As Defendant USS has refused to mutually agree that US Bank release  
16 the funds, Plaintiffs are left with no recourse but to request an injunction from this  
17 Court ordering Defendant USS to instruct US Bank to disburse the approximately  
18 \$1,208,885.00 plus accrued interest in the Escrow Account to Plaintiffs.

19       37. Plaintiffs are entitled to such relief, per the terms of the Escrow  
20 Agreement and Sales Agreement.

### **COUNT III- REQUEST FOR DECLARATORY RELIEF**

22 38. Plaintiffs incorporate by reference the foregoing paragraphs of this  
23 Complaint as though fully set forth herein.

24       39. The Escrow Agreement between the parties provides that the funds  
25 should be released to Plaintiffs per Joint Written Direction by the parties or, in the  
26 event of a dispute between the parties, pay into court the Escrow Funds.

27 40. As Defendant USS has refused to mutually agree that US Bank release  
28 the funds, Plaintiffs are left with no recourse but to request declaratory relief from

1 this Court ordering Defendant US Bank to disburse the approximately  
2 \$1,208,885.00 plus accrued interest in the Escrow Account to Plaintiffs.

3 41. Plaintiffs are entitled to such relief, per the terms of the Escrow  
4 Agreement and Sales Agreement.

5 WHEREFORE, Plaintiffs prays for judgment as follows:

6 1. An injunction ordering Defendant USS to instruct US Bank to release the  
7 \$1,208,885.00 plus accrued interest in escrow to Plaintiffs;

8 2. A declaratory judgment that US Bank should release the \$1,208,885.00  
9 plus accrued interest in escrow to Plaintiffs;

10 3. Such other and further relief as the Court deems just and proper.

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MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP  
ATTORNEYS AT LAW

DATED: February 4, 2019

**MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP**

20 By: /s/ Jenifer Wallis

21 Anthony J. Ellrod  
22 Jenifer Wallis  
23 Attorneys for Plaintiffs